

AGREEMENT  
BETWEEN THE  
PATERSON  
BOARD OF  
EDUCATION AND  
THE PATERSON  
PRINCIPALS  
ASSOCIATION  
1988-1991

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## AGREEMENT

This Agreement entered into this 1st day July ,1988 by and between the Board of Education of the City of Paterson, New Jersey, hereinafter called the "Board", and the Paterson Principals' Association, hereinafter called the "Association".

## WITNESSETH

In consideration of the following mutual covenants, it is hereby agreed as follows:

### ARTICLE I

#### RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for principals whether under contract, on leave, employed or to be employed by the "Board".

### ARTICLE II

#### NEGOTIATIONS PROCEDURE

##### A. NEGOTIATION OF SUCCESSOR AGREEMENTS

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin not later than the rules of the Public Employment Relations Commission may require. Any agreement so negotiated shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

##### B. NEGOTIATING TEAM SELECTION AND AUTHORITY

Neither party hereto shall have any control over the selection of the negotiating representatives of the other party.

The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. The preceding shall not, however, be construed to mean that the Negotiating Team shall have the power or authority to make a final and binding commitment on behalf of their respective parties.

##### C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

##### 1. GRIEVANCE

A "grievance" is a claim by a member of the unit or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an individual or a group of members of the unit.

##### 2. AGGRIEVED PERSON

An "aggrieved person" is the person or persons making the claim.

##### 3. PARTY IN INTEREST

A "Party In Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting members of the unit. Both parties agree that these proceedings will be kept as informal and confidential as maybe appropriate at any level of this procedure.

#### C. PROCEDURE

##### 1. TIME LIMITS

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however be extended by mutual agreement.

The parties agree, however, that any claim or grievance must be filed at the most appropriate level within thirty (30) calendar days of the occurrence or knowledge of said grievance.

## 2. YEAR END GRIEVANCES

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

### D. LEVEL I- IMMEDIATE SUPERIOR

1. A member of the unit with a grievance shall first discuss the grievance with their immediate supervisor either directly or through the Association's designated representative with the objective of resolving the matter informally.

### E. LEVEL II-BOARD OF EDUCATION COMMITTEE

1. If the aggrieved is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance, in writing, with the Association within five (5) school days after the decision, or ten (10) school days after the grievance was presented at Level I, whichever is sooner.
2. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board panel which shall consist of at least one (1) member of the Board of Education, the Board Business Administrator or his designee, and the Superintendent of Schools or his designee.
3. In those cases where the Board Secretary or the Superintendent are called to testify, they shall remove themselves from the panel and any discussions the panel may have in deciding the merits of the presented case. In such cases, however the designee of the Superintendent and/or Board Secretary shall be seated for the purpose of discussion and decision-making.
4. The written application for a Level II hearing should include the results achieved at the previous level and the reason for the employee's dissatisfaction with the earlier determination.
5. The aggrieved person shall have the right to be present and heard at any meeting of the Board Panel convened to hear said grievance.

6. The Board Panel shall convene within ten (10) school days of receipt by the Board Secretary of the application for a Level II hearing.
7. The Panel shall hear testimony as presented by the Board Attorney and the Association at the time of the Panel meeting.
8. The Board Panel shall notify the aggrieved person and the Association of its determination within five (5) school days following the hearing.

#### F. Level III- ARBITRATION

1. If the aggrieved person, is not satisfied with the disposition of his/her grievance at level II, or if no decision has been rendered within five (5) days after the grievance was scheduled to be heard by the Board Panel, he may, within five (5) school days after a decision by the Board Panel or fifteen (15) school days after the grievance was scheduled to be heard by the Board Panel, whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of request.
2. Upon submission of the notice for arbitration to the Board Secretary, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment to serve within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relation Commission by either party. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission.
3. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings in fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and Association and shall be binding on the parties in all issues specifically pertaining to this Agreement. It shall be advisory on all other issues not covered by this Agreement.

4. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

## **G. RIGHTS OF MEMBERS TO REPRESENTATION**

### **1. MEMBER AND ASSOCIATION REPRESENTATION**

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When a member of the unit is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

### **2. REPRISALS**

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

## **H. MISCELLANEOUS**

### **1. GROUP GRIEVANCE**

If, in the judgement of the Association, a grievance affects a group or class of members of the unit, the Association may submit such grievance in writing to the Board Panel directly and the processing of such grievance shall be commenced at level II. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

### **2. WRITTEN DECISIONS**

Decisions rendered at level I which are unsatisfactory to the aggrieved person and all decisions rendered at Levels II and III of the grievance procedure shall be in writing and shall set forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

### 3. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file in the Office of the Superintendent and shall not be kept in the personnel file of any of the participants.

### 4. FORMS

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

### 5. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall not be conducted in public and shall include only said parties in interest and their designated or selected representative, heretofore referred to in this Article.

## ARTICLE IV

### MEMBERS RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every member of the unit shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. Every member of the unit shall also have the right to refrain there from.
- B. Nothing contained herein shall be construed to deny or restrict to any Association member such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any member of the unit is required to appear before the Board concerning any matter which could adversely affect the continuation in his/her office, position, employment, salary or increments, then he/she shall be given prior written notice of the reasons for such meetings or appearance and shall have the right to have representation of the Association and/or an attorney represent him/her during such meeting or appearance. Any suspension shall be in accordance with New Jersey Statutes. This paragraph shall not apply to conferences which are in connection with annual evaluations.

- D. No member of the unit shall be prevented from wearing pins or other identification of membership in the Association or its affiliates so long as same are in professional taste.
- E. The policy of the Board is that any criticism by a superior or Board member, of a member of the unit shall be made in confidence and not in the presence of teachers, parents, students or at a public gathering.
- F. The Board and/or the Superintendent may only take formal action concerning a complaint against a member of the unit after the following:
  1. The complaint must be in writing and a copy given to the member in question.
  2. The member shall have seven (7) calendar days to respond to the complaint.
  3. This section shall not apply to a complaint which may result in the reduction of compensation or dismissal from the school system.
  4. No Principal shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth in all other cases.

## ARTICLE V

### ASSOCIATION RIGHTS

#### A. INFORMATION

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the Board, including but not limited to: annual financial reports and audits, register of certified personnel, agendas and minutes of all board meetings, census data, names of all administrators, together with information which may be necessary for the Association to process any grievance.

#### B. RELEASE TIME FOR MEETINGS

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours, in negotiations, grievance proceedings, conferences or meetings, the member shall suffer no loss in pay.

**C. USE OF SCHOOL BUILDINGS**

The Association shall have the right to use school facilities and equipment for meetings, at all reasonable hours, upon notice in advance to the Secretary of the Board and the Superintendent of Schools. The Association shall have this right when facilities and equipment are not in use.

**D. REINBURSEMENT FOR USE**

The Association shall pay for the reasonable cost of all materials and supplies incident to the use of facilities and equipment, and for any repairs necessitated as a result thereof.

**E. USE OF INTER-SCHOOL MAIL**

The Association shall have the right to use inter-school mail facilities and mail boxes upon prior approval of the Superintendent.

**F. EXCLUSIVE RIGHTS**

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted to the Association as the exclusive representative of the members of the unit and to no other organization.

**G. MEETINGS WITH THE BOARD OR SUPERINTENDENT**

The Association shall have the right to meet with the Board or the Superintendent to discuss matters of mutual concern regarding the Paterson School District within fifteen(15) days of such request.

**H. EMERGENCY CONDITION PROCEDURE**

The parties agree that a committee consisting of Board members, the Superintendent's Office and the Association be appointed to prepare and recommend Policies and Procedures for handling emergency situations.

**I.** The Association shall be entitled to have a representative at any grievance meeting, hearing or arbitration hearing where any member of the unit is directly involved.

**J.**

A representative of the Association, designated by the Association, shall be included on the formal committee established by PEA contract to study the issues of lunch supervision and teacher plan book procedures.

## ARTICLE VI

### WORK YEAR

Member of the unit shall be employed on a twelve (12) month basis as follows:

1. 182 school days from September 1 through June 30.
2. Twenty (20) additional days between July 1 and August 31. The Superintendent of Schools, after consultation with the employee and/or the Association shall determine the specific additional twenty (20) days the employee will work.
3. Employees shall be notified of the dates by February 1. The twenty (20) days shall be in no more than two splits and said splits shall consist of consecutive days. Exceptions to the above rule may be made with the approval of the Superintendent, if requested by the employee.

## ARTICLE VII

### WORK DAY

The principal's work day begins at 8:30 A.M. inclusive of 3:00 P.M.

Principals may leave their building on school related business after assigning a certified staff member to assume the responsibility of the principal's position, after calling the office of the Superintendent. A principal's duty free forty (40) minute lunch may be taken IN or OUT of the building, as he/she leaves a certified person in charge.

#### A. ELEMENTARY AND PRIMARY SCHOOLS

Principals assigned to elementary or primary school buildings to serve as administrators shall not be required to report for work prior to 8:30 A.M. or to remain after 3:00 P.M. Such principals shall be entitled to a duty free lunch period of forty (40) minutes.

#### B. HIGH SCHOOLS

Principals assigned to the High Schools to serve As administrators shall not be required to report for work prior to 8:25 A.M. or to remain after 3:10 P.M. Such principals shall be entitled to a forty (40) minute duty free lunch.

## ARTICLE VIII

### SICK LEAVE

#### A. ALLOWANCE

Members of the unit shall be entitled, beginning with the first official day of the school year, whether or not they report on that day, to ten (10) sick leave days per year. Unused sick leave days shall be accumulated with no maximum limit.

#### B. ALLOWANCE- OTHER SCHOOL DISTRICTS

Whenever the Board employs a member of the unit who has an unused accumulated number of sick days from another school district in New Jersey, the Board may honor such additional sick leave time accumulated by the member up to forty (40) days in addition to the sick leave provided in Section A of this Article.

#### C. NON-ACCUMULATIVE ADDITIONAL SICK LEAVE BENFITS

Non-accumulative additional sick leave benefits may be allowed to members of the unit according to the following schedule:

1. After the completion of ten (10) years of service, and up to and including their twentieth (20th) year of service be eligible to receive forty (40) days in addition to any and all accumulative days standing to their credit at the rate of one two hundredths (1/200) of his/her annual salary less substitutes pay.
2. After twenty (20) years of service, and up to and including the thirtieth (30th) year of service be elligible to receive sixty (60) days in addition to accumulated days at the rate of one two hundredth's (1/200) of his/her annual less substitute pay. At the end of the thirtieth (30th) year all such days not required shall be cancelled.
3. After completion of thirty (30) years of service and until such employee leaves the employ of the Board by virtue of resignation or retirement, said employee may be eligible to receive an additional eighty (80) days in addition to accumulated days at the rate of one two hundredths (1/200) of his/her annual salary less the sum of substitute pay.

4. In order to receive reimbursement in accordance with the terms of this Article, for days in addition to accumulative days, employee shall present in writing a request for such adjustment accompanied by a medical certificate setting forth there in the nature of the illness and the number of days that are required to recover from said illness.
5. A physician's certificate may be required by the Board for personal illness in the application of Section C.

**D. LEAVE ACCOUNTING**

Members of the unit shall be given a written accounting of accumulated unused sick leave days no later November 1 of each school year.

**E. PHYSICIAN'S CERTIFICATE**

A physician's certificate may be required by the Board for personal illness after four (4) consecutive days.

**ARTICLE IX**

**PAID LEAVES OF ABSENCE**

**A. PERSONAL LEAVE**

1. Members of the unit shall be entitled, beginning with first day of the 1988-89 school year, whether or not they report on that day to five (5) days of personal leave. The unused days shall be accumulated from year to year as sick leave.
2. Personal leave may not be taken before or after a holiday, or before September 15 or after June 15, unless approved by the Superintendent in advance of the proposed absence.
3. Except for illness, absences for more than three (3) consecutive days are not authorized, unless prior approval is obtained from the office of the Superintendent.
4. Notice of absence shall be given as far in advance as is practical, since the parties recognize it may be necessary for the Board to obtain a substitute.

B. FUNERAL LEAVE

1. Members of the unit are entitled to four (4) calendar days leave for death of spouse, child or parent(s), siblings, grandparents, grandchildren, or spouse's parents. It is agreed that days taken in accordance with this provision shall be consecutive calendar days, one of which shall be the day of the funeral.
2. Members of the unit are entitled to a total of three (3) calendar days leave for death of related members of the immediate household.
3. All leaves in paragraphs 1 and 2 shall be applied for at the time of occurrence.

C. MATERNITY LEAVE

1. NATURAL CHILDBIRTH

- a. A member of the unit shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. The Board shall grant maternity leave without pay to any member upon her request, to commence on the day requested by the member so long as the effective date of the leave conforms to the most recent decisions of the Commissioner of Education, State and Federal Court decisions, and State Law.
- b. A non-tenure member will not be granted maternity leave beyond the term of her contract.
- c. The Board agrees not to maintain or enforce any policy or practice for the removal of any tenure or non-tenure member from her duties which is based solely on the fact of her pregnancy or on the fact that she has completed a specific number of months of pregnancy, but shall consider and treat each member on an individual basis in accordance with the provisions of New Jersey Laws against discrimination N.J.S.A. 10:5-1, et, seq.

1. The Board may remove a pregnant member of the unit from her duties for any one of the following reasons:
  - a. Her job performance has substantially declined from her performance prior to said pregnancy.

- b. Her physical condition or capacity is such that her health would be impaired if she were to continue working, provided, however, that her physical incapacity shall be deemed to exist only after the Board notified the member she may lack the capacity to properly fulfill her responsibilities.
- c. The pregnant member fails to produce a certificate from her physician that she is medically able to continue working.
- d. The physician for the Board and the member's physician agree that she should not continue working, or
- e. Following a difference of medical opinion between the physician for the Board and the physician for the member, such physician shall appoint an impartial third physician who shall examine the member and conclusively determine the issue of her medical capacity to continue working. The expense of an examination by such impartial physician shall be shared equally by the member and the Board.

- 2. A member returning from a leave of absence for maternity shall be required to submit to the Board a certificate certifying her ability to resume the duties of her position.
- 3. A member shall be entitled to use accumulated sick days for illness or disability resulting from maternity; a member returning from a maternity leave shall be entitled to all benefits to which members returning from other types of sick leave or disability leaves would be entitled.

2. ADOPTION OF A CHILD

- A member adopting a child shall be granted a leave of absence without pay to commence upon receiving de facto custody of said child, or earlier, if necessary, to fulfill the requirements for the adoption.

3. DURATION OF LEAVE

- a. The Board agrees that a member giving birth to a child during the school year shall be granted a maternity leave of absence for the remainder of the school year, and in addition, shall be granted an extension of that leave for child care for the entire school year following the termination of the first leave, if the member so requests.

- b. The Board will contact the member on leave in writing three months prior to the end of her leave of absence to advise the member of her future employment options, including returning to active service, resigning from active, or applying for an extension of leave of absence as provided for in this Article.
- c. Members on leave shall notify the Board of their future employment decision, based upon the above, at least thirty (30) days prior to the end of the school year in which the leave of absence terminates.

#### D. SABBATICAL LEAVE

##### 1. PURPOSE

A sabbatical leave shall be granted, to a member of the unit, by the Board for study, travel or for other reasons of value to the school district.

##### 2. CONDITIONS

- a. Number of members- If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two (2) members in the employ of the Board.
- b. Requests- Requests for sabbatical leave must be received by the Superintendent on an official application form as follows:
  1. Application for leave during any full semester, that is, from September through January, or for any full school year, must be made on or before April 1st of that year.
  2. Application for leave during any second semester, that is February through June, must be made on or before November 1st of that school year.
  3. The Superintendent shall make a recommendation to the Board on each application for sabbatical leave and the same shall be subject to the approval of the Board of Education not later than a public meeting in May.
  4. It is the intention of this section that all sabbatical leaves must begin at the commencement of a school semester and terminate at the end of a school semester.

- c. Minimum time to qualify-Applicants for sabbatical leave for study purposes shall have completed seven (7) years or more of satisfactory service in Paterson.
- d. **Sabbatical leave**

"Employees on sabbatical leave shall receive full pay for one-half year of leave or one-half pay for one full year of leave in the same manner as though they were on active duty."
- e. **Study**-A sabbatical leave of absence for the purpose of study shall require the applicant to attend for a period of not less than ten weeks each semester a college or university recognized by the New Jersey State Department of Education. If such study is undergraduate study, each applicant must pursue not less than ten credits during the semester or if for graduate study, then said applicant must pursue not less than six (6) credits each semester. All course must be in the applicant's field of work and applicants shall be required to file a transcript of said record following each semester. The transcript shall be filed with the Superintendent of Schools. All courses must be taken during the regular semester exclusive of summer school.
- f. **Travel**-No sabbatical leave for travel shall be granted unless such application is accompanied by an itinerary setting forth in detail the travel program contemplated. Such travel itinerary must be approved by the Superintendent and the Board.
- g. **Preference**- Applicants for sabbatical leave of absence shall be given preference according to their relative years of service subsequent to their last sabbatical leave and availability of replacement as determined by the Superintendent of Schools.
- h. **Return from Sabbatical Leave**
  1. Employees on sabbatical leave shall be considered to be in regular full time attendance in the position held at the beginning of each such leave for the purpose of determining length of service.
  2. Employees absent because of an authorized sabbatical leave shall receive such salary increments as are granted during that period.
  3. Employees shall agree in writing to return to his/her employment for a period of not less than two years following the expiration of such leave.

- i. Illness- Interruption of sabbatical leave for study or travel caused by serious illness or accident during such leave shall not prejudice the Board as regards the fulfillment of the conditions regarding study or travel on which the leave was granted nor affect the amount of compensation paid the member under the terms of such sabbatical leave, provided:
  1. The Superintendent has been promptly notified, in writing, of such accident or illness within ten (10) days of such accident or illness. Such notice shall be accompanied by a physician's note.
  2. The Board of Education offers the leaves stated above with the expectation that those to whom leaves are granted will fulfill the obligations which they assume in accepting the leaves of absence under these rules. In case of violation, the leaves of absence will be terminated by the Board and will be regarded as evidence unbecoming an administrator.

#### **E. MILITARY LEAVE**

Members called into temporary active duty of any unit of the U.S. Reserves or the State national Guard shall be paid his/her regular pay less any pay which is received from the State or Federal Government.

#### **F. OTHER LEAVES**

1. Time necessary for appearances in any criminal, quasi-criminal, workman's compensation proceeding or other legal proceeding pertaining to Paterson School business or school affairs in which a member is personally involved or is required by law to attend will be granted with full pay.
2. Other leaves of absence may be granted by the Board for good reason at any time during the school year.

#### **G. UNPAID LEAVES OF ABSENCE**

A leave of absence without pay of up to one year may be granted for the purpose of caring for a sick member of the member's family. Such leaves shall be requested in writing and are granted at the discretion of the Board.

Other leaves of absence without pay may be granted by the Board for good reason.

All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE X  
INSURANCE BENEFITS

A. HOSPITAL-MEDICAL

1. The Board will continue to furnish Hospital-Surgical Major Medical and extended benefits to all employed members of the unit. These benefits shall be at a minimum comparable to those provided during the 1985-1988 school years. The Board shall pay the full premium for each member and, in cases where appropriate, for full family insurance coverage. The Board reserves the right to change insurance plans as long as equal or better benefits are provided.
2. Benefits shall include:
  1. Hospital room and board and miscellaneous costs.
  2. Out-patient benefits.
  3. Laboratory fees, diagnostic expenses and therapy treatments.
  4. Maternity costs.
  5. Surgical costs.
  6. Major-medical coverage.
  7. All emergency room cost effective January 1, 1987.  
Employees should use emergency room for emergency purposes.

3. ADDITIONAL LANGUAGE

The Board may change plans only if all of the following procedures are followed:

- a. Any proposed new carrier must offer benefits equal to or better than those provided by the New Jersey State Public and School Employee's Health Benefits Plan.
- b. The Board shall provide the Association with the proposed master policy, which the Association may review and analyze for a period of at least thirty (30) days.
- c. Any disputes over benefit levels or procedures which are not resolved by the parties through negotiations shall be submitted to binding arbitration.
- d. An arbitrator selected by the parties shall be experienced in the handling of health insurance issues.
- e. The decision of the arbitrator shall be issued not later than fifteen (15) days from the date of the close of hearings.

## B. OTHER HEALTH BENEFITS

1. The district shall provide the full family coverage dental insurance plan in effect on July 1, 1988 through June 30, 1991 and pay the premiums therefore.
2. Effective the Board shall provide full family coverage as follows. The coverage is based upon the usual customary and reasonable fee concept..

### A. CO-PAYMENT:

- preventive and diagnostic- 80/20
- remaining basic services- 60/40
- crowns, inlays and gold restorations-50/50
- prosthodontic benefits- 50/50

### B. DEDUCTIBLE:

\$25.00 per patient per contract year  
\$75.00 family maximum aggregate.

Effective July 1, 1989 the above deductibles shall not be applied to reimbursements for preventive and diagnostic services.

### C. MAXIMUM:

- \$1,000.00 per patient in any calendar year.

### D. Orthodontic (applicable to eligible dependent children only).

- co-payment 50/50
- benefits subject to a \$1,000.00 per case, separate from the \$1,000.00 in Section C.

## INSURANCE BENEFITS

## OTHER HEALTH BENEFITS

### E. EXCLUSIONS:

- Dependent children are not covered for prosthodontic benefits or for crowns,inlays and gold restorations.

### F. The Comprehensive plan currently in effect shall continue for the duration of this agreement.

- G. The Board's costs shall not exceed \$300.00 per person per contract years for 1989-90 and 1990-91.
- H. "Effective July 1, 1990, the district shall provide optical coverage for each employee. The plan, which includes a \$20.00 deductible, shall enable each employee to have an eye examination once a year, and to obtain new lenses and frames once every two years."
- 2. The Board shall pay the full premiums for a full family Drug Prescription Plan with a one (\$1.00) dollar co-pay.
- 3. The Board reserves the right to change all insurance plan carriers, as long as the benefits are equal to or better than the previous carrier.

## ARTICLE XI

### CONFERENCES- CONVENTIONS

#### A. CONFERENCES EXCEEDING ONE DAY

All requests to attend conferences or seminars shall be submitted for approval in writing as per district policy. Permission to attend such conferences or seminars, if granted, shall be without loss of salary and shall include travel expenses, and an allotment of fifty (\$50.00) dollars per diem excluding registration for a maximum of five (5) days.

#### B. CONFERENCES- ONE DAY

Requests to attend a conference or seminar that does not require more than one day's attendance, shall be submitted for approval as per district policy. The Board will pay all reasonable expenses incurred, including transportation costs, meals and registration fees.

#### C. NJPSA Convention

Four (4) members of the Association shall be authorized to attend the convention of NJPSA. The members shall be entitled to transportation expenses and one hundred (\$100.00) dollars per diem for a maximum of three (3) days.

## ARTICLE X11

### RE-ASSIGNMENTS AND TRANSFERS

#### A. RE-ASSIGNMENTS BY THE BOARD OF EDUCATION

Any change in school or assignment of members of the unit shall be given immediately to the personnel involved and to the Association. The member and the Association shall be notified in writing of any contemplated transfers prior to August 1st, if known by the Board. If transferred or re-assigned member desires a conference to discuss the contemplated transfer or re-assignment, such conference shall take place with the Superintendent of Schools within five (5) days after such written request is submitted to the Superintendent.

#### B. RE-ASSIGNMENTS/TRANSFERS REQUESTED BY MEMBERS OF THE UNIT

Members of the unit desiring a re-assignment or transfer shall file a written statement of such desire with the Superintendent no later than April 1st.

The Superintendent shall make available to the Association the names of transfers or re-assignments, as soon as possible. Copies of letters notifying an individual of a transfer or re-assignment shall be sent to the Association.

## ARTICLE XIII

### PERFORMANCE EVALUATION

#### A. MONITORING/OBSERVATION

All monitoring or observations of work performance shall be conducted openly and with full knowledge of the individual.

#### B. PERSONNEL RECORDS

A member of the unit shall have the right, upon request, to review the contents of his/her personnel file, to receive copies of all documents contained therein, and to have a representative of the Association accompany him/her during such review.

## ARTICLE XIV

### PROFESSIONAL DEVELOPMENT

#### A. TUITION REIMBURSEMENT

1. A member of the unit under contract to the Paterson Board of Education who earns additional semester credits in courses related to education which are approved by the Superintendent will be reimbursed for tuition up to the approved State College rate for no more than three courses per contract year which may be prorated based upon the percentage of time that the member spends in the Paterson School System in any one fiscal year as established in the guidelines below. The last day of the semester shall determine in which fiscal year the tuition would qualify for reimbursement.
2. In order to be eligible for tuition reimbursement for such approved courses, the course must be in the field of education of the member's certification or a course to obtain additional certification, unless it is part of an educational degree program, or unless this provision is waived by the Superintendent. Additionally, the course must be taken at an accredited college or university.
3. The intent of this provision is to reimburse tuition costs for graduate courses in the areas cited above except that undergraduate courses taken within the area of a member's certification to obtain additional certification or in the area of an educational degree program may be taken, and the graduate course requirement shall be waived, by authorization and approval of the Superintendent of Schools.
4. A "C" average must be maintained in each course in order for the course to be reimbursable.
5. In the case of a degree program, the individual college's requirement for passing shall govern and if the teacher receives credit from the college, the costs of tuition, subject to the above limitation shall be reimbursable.
6. For courses, taken, reimbursement shall be within sixty (60) days of receipt of transcript and summer courses will be reimbursed in September provided the member returns to the district.
7. Procedural guidelines for the submission of reimbursement claims shall be established by the Superintendent of Schools in conjunction with the Association.

8. The parties agree that the amount of money expended by the Board for tuition reimbursement during 1988-89 shall be \$207,000. In 1989-90 the sum shall be increased to \$225,00. Further, the parties agree that should the State College tuition rate be increased or decreased the amount of money to be expended by the Board shall be increased or decreased by that same percentage for 1990-91.

#### MEETINGS WITH THE SUPERINTENDENT OF SCHOOLS

The Superintendent shall have the right to meet with all members of the unit after regular school hours at least once every school month, said meetings shall commence no later than 3:00 P.M.

### ARTICLE XV

#### MISCELLANEOUS PROVISIONS

##### A. ASSAULT

The Board shall give full support, including legal assistance, for any assault upon a member of the unit while acting in the discharge of his/her duties, provided the member has not violated any state or federal law. However, the Board will not pay any legal expenses prohibited by New Jersey Statute.

##### B. JOB DESCRIPTIONS

Each member of the unit shall have a job description.

##### C. RETURN FROM LEAVE

All benefits to which a member of the unit was entitled at the time the leave of absence commenced, shall be restored to the member upon his/her return to duty. The member shall be assigned to the same position that was held at the time the leave commenced, if available, or if not, to an equivalent position.

### ARTICLE XVI

#### SALARIES

##### A. SALARY GUIDE

The salary Guide of the Board of Education for the 1988-89, 1989-90 and 1990-91 school years for the employees represented by the Paterson Administrators Association is attached and is made a part of this Contract Agreement.

## B. SCHOOL CATEGORY

1. Principals shall be classified as follows:

Group I :	up to 450 elementary students
Group II :	451-900 elementary students
Group III :	901 elementary students and up
Group IV:	up to 1100 high school students
Group V :	over 1100 high school students
2. The foregoing categories are based on Column 5 enrollment figures for June of each preceding year. There must be at least a 5 % decrease before any change into a lower category. There will be no reduction in salary for anyone transferred for the benefit of the Board.

## C. SALARY AFTER PROMOTION

1. When a 10 month employee is promoted to an administrative or supervisory position, said employee shall be placed on the "O" step of the respective salary guide.

To determine remuneration for placement on the administrative guide, the promoted employee's base salary plus 9% will be used for placement.

The employee will be placed on that step of the salary guide that will show an increase over the salary to which the promoted employee would have been entitled in his/her previous position.

## ARTICLE XVII

### BOARD RIGHTS

The management of the school district and the direction of the professional staff including the right to plan, organize and control school operations, the right to hire, promote, suspend, or discharge teachers for cause, or to reduce staff for legitimate reasons, or the right to introduce new and improved methods or facilities, or to change existing education methods or facilities, and to manage the schools in the traditional manner is vested exclusively in the Paterson Board of Education except to the extent that these rights are limited by this Agreement, applicable case law, and the laws of the State of New Jersey.

## ARTICLE XVIII

### DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1988, except as otherwise provided, and shall remain in full force and effect until June 30, 1991.

## ARTICLE XIX

### SERVICE OF PROCESS

Whenever any process or notice is required to be given to either of the parties to the Agreement, the same shall be given at the following addresses:

1. Board of Education  
33 Church Street  
Paterson, N.J. 07505
2. Paterson Principals Association  
(Address of the President of the Association)

## ARTICLE XX

### RETIREMENT ALLOWANCE

Effective July 1, 1988, employees who retire under the Teacher's Pension and Annuity Fund shall receive a lump sum payment according to the following formula and procedure:

1. Two days salary for every five days of accumulated sick leave to a maximum of sixty days.
2. Effective July 1, 1988, one day of salary for every two days of accumulated sick leave to a maximum of eighty days.
3. Computation of a day's pay is to be made by dividing the employee's annual salary at the time of retirement by 1/240th.
4. No payment shall be made under this section unless the retiring employee has at least forty days of unused sick leave at the date of retirement.

5. Payment shall be made within thirty (30) days following the employee's effective date of retirement.
6. In the event of death, the employee's estate shall receive said payment.

## ARTICLE XXI

### REPRESENTATION FEE

- A. If a bargaining unit members does not become a member of the Association, effective July 1st, of each new year, or during the course of the year, if he/she is a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association.
- B. Prior to July 1, of each year the Association shall notify the Board in writing of the amount of the regular membership dues charged by the Association. The representation fee paid by non-members shall be equal to 85% of that amount.
- C. If the representation fee is increased by law, it will automatically be increased at the beginning of the next Association membership year.
- D. Prior to July 1, the Treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members. The Board will commence deducting the representation fee in the October paycheck and transmit it to the Association.
- E. If an employee terminates his employment or is terminated by the Board, it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final paycheck.
- F. As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.
- G. On the last working day of each month the Board will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous thirty (30) days. The list will include names, date of employment, social security number, assignment, home address and telephone number.

## ARTICLE XXII

### COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates complete and final understanding by the parties on all bargaining issues which were or could have been the subject of negotiations.

In WITNESS WHEREOF, the parties have hereunto set their hands and seal this

#### PATERSON PRINCIPALS ASSOCIATION

Signed

PRESIDENT

SECRETARY

#### PATERSON BOARD OF EDUCATION

Signed

PRESIDENT



SECRETARY

## PRINCIPALS GROUP I

### SCHEDULE B

<u>STEP ON GUIDE '88-'89</u>	<u>PROPOSED MA JULY '88</u>	<u>PROPOSED MA JAN '89</u>	<u>PROPOSED DE JULY '88</u>	<u>PROPOSED DE JAN '89</u>
0	39,409	41,283	39,939	41,839
1	40,575	42,505	41,106	43,060
2	41,741	43,726	42,272	44,282
3	42,907	44,947	43,438	45,503
4	44,073	46,169	44,604	46,725
5	45,239	47,390	45,770	47,946
6	46,405	48,612	46,936	49,167
7	47,571	49,833	48,102	50,389
8	48,737	51,055	49,268	51,610
9	51,259	53,696	51,789	54,252

#### LONGEVITY:

10 years: \$700.  
 15 years: 400.  
 20 years: 400.  
 25 years: 400.

#### ADMINISTRATIVE LONGEVITY:

After 8 years of service: \$ 900.  
 After 9 years of service: 600.  
 After 10 years of service: 600.

\* Additional \$600. for an earned Ph.D.

## PRINCIPALS GROUP I

### SCHEDULE B

<u>STEP ON GUIDE '89-'90</u>	<u>PROPOSED MA JULY '89</u>	<u>PROPOSED MA JAN '90</u>	<u>'PROPOSED DE JULY '89</u>	<u>PROPOSED DE JAN '90</u>
0	43,759	46,649	44,349	47,279
1	45,055	48,030	45,644	48,658
2	46,349	49,410	46,939	50,039
3	47,643	50,790	48,223	51,418
4	48,939	52,170	49,538	52,799
5	50,233	53,550	50,823	54,179
6	51,528	54,931	52,117	55,559
7	52,822	56,311	53,412	56,940
8	54,118.	57,692	54,707	58,319
9	56,917	60,676	57,507	61,305

#### LONGEVITY:

10 years: \$700.  
 15 years: 400.  
 20 years: 400.  
 25 years: 400.

#### ADMINISTRATIVE LONGEVITY:

After 8 years of service: 5 900.  
 After 9 years of service: 900.  
 After 10 years of service: 600.

\* Additional \$600. for an earned Ph.D.

## PRINCIPALS GROUP I

### SCHEDULE B

STEP ON GUIDE '90-'91	PROPOSED MA JULY '90	PROPOSED MA JAN. '91	PROPOSED DE JULY '90	PROPOSED DE JAN. '91
0	49,914	53,179	50,587	53,897
1	51,392	54,754	52,064	55,470
2	52,868	56,327	53,542	57,044
3	54,345	57,900	55,017	58,346
4	55,821	59,473	56,495	60,191
5	57,298	61,047	57,971	61,764
6	58,776	62,621	59,448	63,337
7	60,252	64,194	60,926	64,911
8	61,730	65,768	62,401	66,484
9	64,923	67,170	65,596	67,888

#### LONGEVITY:

10 years: \$900.  
 15 years: 500.  
 16 years: 400.  
 20 years: 400.  
 25 years: 400.

#### ADMINISTRATIVE LONGEVITY:

After 8 years of service: \$ 900.  
 After 9 years of service: 900.  
 After 10 years of service: 900.

*22 May - 1988 - J.W. - J.W.*

Additional \$600. for an earned Ph.D.

## PRINCIPALS GROUP II

### SCHEDULE C

STEP ON GUIDE <u>'88-'89</u>	PROPOSED MA <u>JULY '88</u>	PROPOSED MA <u>JAN. '89</u>	PROPOSED DE <u>JULY '88</u>	PROPOSED DE <u>JAN. '89</u>
0	40,098	42,005	40,629	42,560
1	41,264	43,226	41,795	43,782
2	42,430	44,448	42,961	45,003
3	43,596	45,669	44,127	46,225
4	44,762	46,891	45,293	47,446
5	45,928	48,112	46,459	48,668
6	47,094	49,333	47,625	49,889
7	48,260	50,555	48,791	51,111
8	49,426	51,776	49,957	52,331
9	51,948	54,418	52,478	54,974

#### LONGEVITY:

10 years: \$700.  
 15 years: 400.  
 20 years: 400.  
 25 years: 400.

#### ADMINISTRATIVE LONGEVITY:

After 8 years of service: \$ 900.  
 After 9 years of service: 600.  
 After 10 years of service: 600.

\* Additional \$600. for an earned Ph.D.

## PRINCIPALS GROUP II

### SCHEDULE C

<u>STEP ON GUIDE '89-'90</u>	<u>PROPOSED MA JULY '89</u>	<u>PROPOSED MA JAN. '90</u>	<u>PROPOSED DE JULY '89</u>	<u>PROPOSED DE JAN. '90</u>
0	44,525	47,465	45,114	48,093
1	45,819	48,845	46,409	49,474
2	47,114	50,226	47,703	50,853
3	48,409	51,605	48,999	52,234
4	49,704	52,986	50,293	53,628
5	50,998	54,366	51,588	54,995
6	52,292	55,746	52,882	56,375
7	53,588	57,127	54,178	57,755
8	54,882	58,506	55,471	59,134
9	57,683	61,492	58,272	62,121

#### LONGEVITY:

10 years: \$700.  
 15 years: 400.  
 20 years: 400.  
 25 years: 400.

#### ADMINISTRATIVE LONGEVITY:

After 8 years of service: \$ 900.  
 After 9 years of service: 900.  
 After 10 years of service: 600.

\* Additional \$600. for an earned Ph.D.

## PRINCIPALS GROUP II

### SCHEDULE C

<u>STEP ON GUIDE '90-'91</u>	<u>PROPOSED MA JULY '90</u>	<u>PROPOSED MA JAN. '91</u>	<u>PROPOSED DE JULY '90</u>	<u>PROPOSED DE JAN. '91</u>
0	50,787	54,110	51,460	54,826
1	52,264	55,683	52,937	56,400
2	53,741	57,257	54,413	57,972
3	55,217	58,829	55,890	59,547
4	56,695	60,404	57,357	61,136
5	58,171	61,977	58,845	62,694
6	59,648	63,550	60,321	64,267
7	61,125	65,124	61,798	65,840
8	62,601	66,696	63,273	67,413
9	65,796	68,100	66,469	68,818

#### LONGEVITY:

10 years: \$900.  
 15 years: 500.  
 16 years: 400.  
 20 years: 400.  
 25 years: 400.

#### ADMINISTRATIVE LONGEVITY:

After 8 years of service: 5 900.  
 After 9 years of service: 900.  
 After 10 years of service: 900.

\* Additional \$600. for an earned Ph.D.

## PRINCIPALS GROUP III AND IV

### SCHEDULE D

<b><u>STEP ON GUIDE '88-'89</u></b>	<b>PROPOSED MA <u>JULY '88</u></b>	<b>PROPOSED MA <u>JAN. '89</u></b>	<b>PROPOSED DE <u>JULY '88</u></b>	<b>PROPOSED DE <u>JAN. '89</u></b>
0	41,423	43,393	41,953	43,948
1	42,589	44,614	43,119	45,169
2	43,755	45,836	44,285	46,391
3	44,921	47,057	45,451	47,612
4	46,087	48,279	46,617	48,834
5	47,253	49,500	47,783	50,055
6	48,419	50,721	48,949	51,277
7	49,585	51,943	50,115	52,498
8	50,751	53,164	51,281	53,720
9	53,273	55,806	53,803	56,361

#### LONGEVITY:

10 years: \$700.  
 15 years: 400.  
 20 years: 400.  
 25 years: 400.

#### ADMINISTRATIVE LONGEVITY:

After 8 years of service: \$ 900.  
 After 9 years of service: 600.  
 After 10 years of service: 600.

\* Additional \$600. for an earned Ph.D.

## PRINCIPALS GROUP III AND IV

### SCHEDULE D

<u>STEP ON GUIDE '89-'90</u>	<u>PROPOSED MA JULY '89</u>	<u>PROPOSED MA JAN. '90</u>	<u>PROPOSED DE JULY '89</u>	<u>PROPOSED DE JAN. '90</u>
0	45,996	49,034	46,584	49,661
1	47,290	50,413	47,879	51,039
2	48,586	51,794	49,174	52,421
3	49,880	53,174	50,468	53,801
4	51,175	54,555	51,764	55,182
5	52,470	55,935	53,058	56,562
6	53,764	57,314	54,353	57,943
7	55,059	58,695	55,647	59,322
8	56,353	60,075	56,943	60,703
9	59,154	63,060	59,742	63,687

#### LONGEVITY:

10 years: \$700.  
 15 years: 400.  
 20 years: 400.  
 25 years: 400.

#### ADMINISTRATIVE LONGEVITY:

After 8 years of service: \$ 900.  
 After 9 years of service: 900.  
 After 10 years of service: 600.

\* Additional \$600. for an earned Ph.D.

## PRINCIPALS GROUP III AND IV

### SCHEDULE D

<u>STEP ON GUIDE '90-'91</u>	<u>PROPOSED MA JULY '90</u>	<u>PROPOSED MA JAN. '91</u>	<u>PROPOSED DE JULY '90</u>	<u>PROPOSED DE JAN. '91</u>
0	52,466	55,898	53,137	56,613
1	53,941	57,470	54,611	58,184
2	55,419	59,045	56,090	59,759
3	56,896	60,618	57,567	61,333
4	58,373	62,192	59,044	62,907
5	59,850	63,765	60,521	64,480
6	61,325	65,337	61,999	66,055
7	62,803	66,912	63,474	67,627
8	64,280	68,485	64,952	69,201
9	67,474	69,888	68,145	70,603

#### LONGEVITY:

10 years: \$900.  
 15 years: 500.  
 16 years: 400.  
 20 years: 400.  
 25 years: 400.

#### ADMINISTRATIVE LONGEVITY:

After 8 years of service: \$ 900.  
 After 9 years of service: 900.  
 After 10 years of service: 900.

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\* Additional \$600. for an earned Ph.D.

## PRINCIPALS GROUP V

### SCHEDULE E

STEP ON GUIDE <u>'88-'89</u>	PROPOSED MA <u>JULY '88</u>	PROPOSED MA <u>JAN. '89</u>	PROPOSED DE <u>JULY '88</u>	PROPOSED DE <u>JAN. '89</u>
0	42,801	44,836	43,331	45,393
1	43,967	46,058	44,497	46,613
2	45,133	47,279	45,663	47,835
3	46,299	48,501	46,829	49,056
4	47,465	49,722	47,996	50,278
5	48,631	50,944	49,162	51,499
6	49,797	52,165	50,328	52,720
7	50,963	53,386	51,494	53,942
8	52,129	54,608	52,660	55,163
9	54,651	57,250	55,181	57,805

#### LONGEVITY:

10 years: \$700.  
 15 years: 400.  
 20 years: 400.  
 25 years: 400.

#### ADMINISTRATIVE LONGEVITY:

After 8 years of service: \$ 900.  
 After 9 years of service: 600.  
 After 10 years of service: 600.

\* Additional \$600. for an earned Ph.D.

## PRINCIPALS GROUP V

### SCHEDULE E

STEP ON GUIDE <u>'89-'90</u>	PROPOSED MA <u>JULY '89</u>	PROPOSED MA <u>JAN. '90</u>	PROPOSED DE <u>JULY '89</u>	PROPOSED DE <u>JAN. '90</u>
0	47,526	50,664	48,116	51,294
1	48,821	52,045	49,410	52,673
2	50,115	53,425	50,705	54,053
3	51,411	54,806	51,999	55,433
4	52,705	56,185	53,295	56,814
5	54,000	57,566	54,589	58,193
6	55,294	58,946	55,883	59,573
7	56,589	60,326	57,178	60,954
8	57,884	61,707	58,473	62,334
9	60,685	64,692	61,273	65,320

#### LONGEVITY:

10 years: \$700.  
 15 years: 400.  
 20 years: 400.  
 25 years: 400.

#### ADMINISTRATIVE LONGEVITY:

After 8 years of service: 5 900.  
 After 9 years of service: 900.  
 After 10 years of service: 600.

- \* Additional 5600. for an earned Ph.D.

## PRINCIPALS GROUP V

### SCHEDULE E

<u>STEP ON GUIDE '90-'91</u>	<u>PROPOSED MA JULY '90</u>	<u>PROPOSED MA JAN. '91</u>	<u>PROPOSED DE JULY '90</u>	<u>PROPOSED DE JAN. '91</u>
0	54,210	57,756	54,885	58,475
1	55,688	59,331	56,360	60,047
2	57,164	60,904	57,837	61,620
3	58,642	62,478	59,313	63,194
4	60,117	64,050	60,791	64,768
5	61,595	65,625	62,266	66,340
6	63,072	66,898	63,743	67,113
7	64,548	68,771	65,221	69,487
8	66,026	70,345	66,697	71,061
9	69,220	71,748	69,892	72,460

#### LONGEVITY:

10 years: 3900.  
 15 years: 500.  
 16 years: 400.  
 20 years: 400.  
 25 years: 400.

#### ADMINISTRATIVE LONGEVITY:

After 8 years of service: \$ 900.  
 After 9 years of service: 900.  
 After 10 years of service: 900.

774

\* Additional \$600. for an earned Ph.D.

